



## Cornell University ILR School

### NYS PERB Contract Collection – Metadata Header

This contract is provided by the Martin P. Catherwood Library, ILR School, Cornell University. The information provided is for noncommercial educational use only.

Some variations from the original paper document may have occurred during the digitization process, and some appendices or tables may be absent. Subsequent changes, revisions, and corrections may apply to this document.

For more information about the PERB Contract Collection, see  
<http://digitalcommons.ilr.cornell.edu/perbcontracts/>

Or contact us:

Catherwood Library, Ives Hall, Cornell University, Ithaca, NY 14853  
607-254-5370 [ilrref@cornell.edu](mailto:ilrref@cornell.edu)

#### Contract Database Metadata Elements

Title: **Franklin Central School District and Franklin Teachers Association (2005)**

Employer Name: **Franklin Central Free School District**

Union: **Franklin Teachers Association**

Local:

Effective Date: **07/01/2005**

Expiration Date: **06/30/2009**

PERB ID Number: **5047**

Unit Size: **37**

Number of Pages: **27**

For additional research information and assistance, please visit the Research page of the Catherwood website - <http://www.ilr.cornell.edu/library/research/>

For additional information on the ILR School - <http://www.ilr.cornell.edu/>

TA | 5047

# **AGREEMENT**

*Between The*

**BOARD OF EDUCATION  
*Of The*  
FRANKLIN CENTRAL SCHOOL DISTRICT**

*And The*

**FRANKLIN TEACHERS' ASSOCIATION**

**RECEIVED**

JAN 19 2006

NYS PUBLIC EMPLOYMENT  
RELATIONS BOARD

**July 1, 2005 to June 30, 2009**

37

## TABLE OF CONTENTS

Article		Page
1	Recognition	1
2	Negotiation Procedure	1
3	Jurisdiction of Agreement	2
4	Savings Clause	2
5	Confidential Files	2-3
6	Short Term Leaves	3
7	Sick Bank	4
8	Personal Business Leave	4-5
9	Disability and Child Rearing Leave	5
10	Association Business Leave	6
11	Professional Conferences	6
12	Unpaid Leave	6
13	Relation of Leaves	7
14	Teacher Aides	7
15	Teaching Assignments / Extended Day	7-8
16	Preparation Period	8
17	Substitute Teachers	8
18	Lunch Period	8
19	Position Vacancies	8
20	Changing Conditions	8
21	Class Schedule	9
22	Teacher Evaluation	9
23	Calendar	9-10
24	Payroll Deductions	10
25	Agency Fee	11
26	Coaching Recommendations	11
27	Just Cause	11
28	Grievance Procedure	11-16

29	Complaint Procedure	16
30	Insurance	16-19
31	Chaperoning	19
32	Extra Duties	20
33	Coaching	21
34	Sabbatical Leave	21-22
35	Retirement Incentive	22
36	Salary	22-25
----	Signature Page	25
Appendix A	Personal Business Leave Form	26

## **ARTICLE 1 – RECOGNITION**

The Franklin Central School District recognizes the Franklin Teachers' Association as the exclusive negotiating agent representing the bargaining unit composed of all Franklin teachers except the Chief School Administrator, the administrative staff, and substitutes. Such recognition shall extend for the maximum period required by law.

## **ARTICLE 2 – NEGOTIATION PROCEDURE**

- A. No later than March 1 during each year of this Agreement, representatives so designated by the District will meet with representatives designated by the Association for the purpose of good faith negotiations in order to reach satisfactory Agreements concerning terms and conditions of employment pursuant to the Taylor Law.
- B. All proposals for negotiations of a successor Agreement shall be exchanged at the first meeting between the parties.
- C. Subsequent meetings shall be held at times mutually agreed upon by the parties. Meetings shall not exceed approximately three (3) hours except by mutual consent and shall be held at a time other than regular school hours.
- D. Said Agreement shall result from the exchange of mutual promises between the Board of Education representative and the Association.
- E. The parties may call upon any consultants to assist in preparing for negotiations, and to advise them during conference sessions. The expense of such consultants shall be borne by the party requesting them.
- F. During the period of negotiations and prior to ratification, the proceedings of negotiations shall not be released to the public so long as Agreements are being reached between the parties.
- G. When consensus is reached covering the areas under discussion, the proposed Agreement shall be reduced to writing and submitted to the Association for ratification. Following approval by a majority of the Association membership and upon Board of Education ratification, the Chief School Administrator will take such actions as are necessary to make it official.
- H. The final document shall be compiled and reproduced at the expense of the District by the Chief School Administrator and given to all teachers now employed or hereafter employed within two (2) weeks after its execution. The Association agrees to pay sixty dollars (\$60) to the District toward the expense of reproducing the final document.

### **ARTICLE 3 – JURISDICTION OF AGREEMENT**

- A. This Agreement shall be effective as of July 1, 2005 and shall continue in effect through June 30, 2009.
- B. It may be altered, changed, added to, deleted from, or modified only through the voluntary consent of the parties in a written and signed amendment to this Agreement at the next negotiation as per Section A of Negotiations Procedures.
- C. Nevertheless, because of the special nature of the public educational process, it is likewise recognized that matters regarding school conditions may from time to time arise of vital mutual concern to the parties which have not been fully or adequately negotiated between them. It is in the public interest that the opportunity for mutual effective communications be provided. The parties accordingly agree to continue to cooperate in arranging meetings, selecting representatives for discussions, furnishing necessary information and otherwise constructively considering the matter.
- D. This Agreement shall supersede any rules, regulations or practices of the District which shall be contrary to, or inconsistent with its terms.
- E. Any individual arrangement, agreement or contract between the District and an individual teacher in the bargaining unit, heretofore executed, shall be subject to and consistent with the terms and conditions of this Agreement, and any such individual arrangement, agreement or contract hereafter executed shall be expressly made subject to and consistent with the terms of this or subsequent Agreements to be executed by the parties.
- F. As per Taylor Law, any provision of this Agreement requiring legislative action to permit its implementation by amendment of Law or by providing the additional funds therefore, shall not become effective until the appropriate legislative body has given approval.

### **ARTICLE 4 – SAVINGS CLAUSE**

If any provision of this Agreement or any application of the Agreement to any teacher or group of teachers or to the District, shall be found contrary to Law, then such provision or application will not be deemed valid and subsisting except to the extent permitted by Law, but all other provisions or applications shall continue in full force and effect.

### **ARTICLE 5 – CONFIDENTIAL FILES**

Only the District Superintendent, Chief School Administrator, other administrative staff, the Board of Education while in session, and their legal counsel may examine a teacher's file in its entirety. Material accumulated after employment may be examined by said teacher and the teacher's designated representative in the presence of the Superintendent of Schools or his/her designee. If the Superintendent is not in the District, the District Clerk, the Superintendent's

secretary, the District's treasurer, or the Elementary Principal may be so designated. There shall be no unreasonable delays. A teacher may reproduce materials accumulated in his/her file, except for pre-hire information and said reproduction costs shall be borne by the teacher. No material will be placed in the file without the teacher's prior knowledge of same. The teacher will have the right to attach comments to any such material and shall sign said material indicating that he/she has reviewed same. The District shall maintain only one (1) official personnel file for each teacher.

The procedure for examining confidential files must conform to the Commissioner's Regulations. Upon termination of employment, an employee's confidential file shall retain its confidential status as delineated herein.

## **ARTICLE 6 – SHORT TERM LEAVES**

### **A. Sick Leave**

1. Fourteen (14) days per teacher shall be granted at the beginning of each school year for absence without loss of pay due to personal illness or injury.
2. Upon continuing service unused sick days will be allowed to accumulate from year to year with a maximum limit of one hundred ninety (190).

### **B. Family Illness**

1. Absences shall be for family illness. Not more than fifteen (15) days of said accumulation without approval may be used in any one (1) school year for family illnesses. The Chief School Administrator should consider requests for absences with pay for reasons other than the above on the merit of each case.
2. Family shall mean the immediate family including parents, spouse, children, siblings, in-laws, grandparents, grandchildren and other persons who have such relationships to the employee or person judged to be in a similar relationship in the opinion of the Chief School Administrator.

### **C. Death in Family**

In each instance of death in the family the teacher may take up to five (5) days of paid leave. Family shall mean the immediate family including parents, spouse, children, siblings, in-laws, grandparents, grandchildren and other persons who have such relationships to the employee or person judged to be in similar relationship in the opinion of the Chief School Administrator.

- ### **D.**
- Whenever a teacher is absent for seven (7) or more consecutive school days, under the provisions of this Article, the District may require at its option a physician's excuse.

## **ARTICLE 7 – SICK BANK**

- A. For the exclusive purpose of reducing hardship upon a teacher affected by an injury or disorder requiring prolonged absence from employment, the District agrees to maintain a system-wide Sick Leave Bank.

The current balance of three hundred (300) days shall be carried over to successor years.

Effective July 1, 1991, if the total amount of sick days in the Bank falls below one hundred (100) days, teachers will be required to contribute a maximum of two (2) sick days from their respective accumulated sick leave. At any time teachers may choose to contribute up to twenty (20) sick days from their accumulated sick leave.

The District shall provide the Association with an accounting of the Sick Leave Bank transactions annually.

- B. The Committee to review and approve or deny requests for use of the Bank shall consist of the Chief School Administrator, the President of the Association, and one (1) member of the Board of Education or its designee. A determination of the Committee shall be final.
- C. To qualify for the benefit, a teacher must have exhausted all his/her current and accumulated sick leave and then file a statement with the Committee including:
1. The nature of the condition;
  2. Probable duration of absence required;
  3. A physician's supportive statement.
- D. Further medical evidence may be requested by the Committee at appropriate intervals.
- E. Should the purpose of this benefit be determined by a New York State or Federal Court to be contrary to Law, the entire benefit shall be null and void until renegotiated as a mandatory item for negotiating in the successor Agreement.

## **ARTICLE 8 – PERSONAL BUSINESS LEAVE**

- A. Upon written notification, three (3) days of leave shall be granted per school year without loss of pay, for personal business use. Said days shall not be used to extend a holiday. Use of leave day(s) before and after a holiday must be by prior written approval of the Chief School Administrator.
- B. If any personal business days remain unused at the end of the year, those days will be credited as unused sick leave.



- C. For the first three (3) personal leave days taken each school year, no reasons need be given. For any additional personal leave (i.e. days beyond three [3] which were accumulated prior to September 1, 1987), a reason will be given for each day taken.
- D. Except in emergencies, written notification must be given to the Chief School Administrator at least two (2) days prior to the leave. Said written notification shall be done using the Personal Business Leave Form. (See Appendix A)

## **ARTICLE 9 – DISABILITY AND CHILD REARING LEAVE**

- A. Leave without pay for up to two (2) years will be granted for teachers for the birth or placement of a child into their home, or any state of disability. Where a child is placed in a teacher's home for the purpose of adoption, the teacher may utilize up to six (6) weeks (if the leave time is available) of paid sick leave time. Effective July 1, 1992, teachers shall receive the remainder of the year after the aforementioned event and up to one (1) additional year.
  - 1. The teacher is guaranteed of a teaching job within the same tenure area upon return.
  - 2. The following requirements apply:
    - a) District must be notified two (2) months in advance of the teacher's intent to adopt and/or rear a child;
    - b) Such leave must terminate at the beginning of a school semester (i.e. September or February), unless approved by the Chief School Administrator.
  - 3. Any insurance policies may be continued during such leave provided the employee pays the cost.
- B. Any employee who becomes disabled may elect to use all or part of his/her accumulated sick leave prior to taking disability leave and receive his/her pay for it. Affidavits from the attending physician will determine the commencement and termination dates of said absence.
- C. Where a leave (unpaid) is taken upon return the teacher shall receive his/her old salary plus the raise for the year returning.

## **ARTICLE 10 – ASSOCIATION BUSINESS LEAVE**

The Franklin Teachers' Association President or his/her designee shall have five (5) days per year to be used in conducting Association business. The Association shall reimburse the District for the cost of a substitute and shall submit written notification to the Superintendent as soon as the need for such leave is known to the Association.

## **ARTICLE 11 – PROFESSIONAL CONFERENCES**

Each teacher shall be allowed up to three (3) days per school year of professional time to attend conferences, workshops or seminars in his/her specific subject area or grade level, subject to the approval of the Chief School Administrator. The funds for such a conference will be requested with each teacher's budget of the previous Spring. Additional days and the funding therefore may be granted by the Chief School Administrator. The notification of the dates of the conference must be submitted to the office at least two (2) weeks in advance of the conference. If unanticipated conferences are requested, the notification must be submitted as soon as the dates for the conference are known. Reimbursement for expenses will be paid according to Board of Education policy. Mileage shall be paid at the current IRS rate.

## **ARTICLE 12 – UNPAID LEAVE**

- A. Tenured teachers will be eligible for a leave of absence without compensation.
- B. Unpaid leave may be granted by the Board of Education for a maximum of one (1) year in any three (3) year period. The decision to grant or deny an unpaid leave of absence shall be at the sole discretion of the Board of Education and will not be subject to the grievance procedure.
- C. Application for leave must be made forty-five (45) days prior to commencement of leave except in extreme emergencies.
- D. The teacher shall not return except at the beginning of a semester.
- E. Teachers shall be guaranteed a position within the same tenure area upon their return.
- F. Leave does not count in computing service credit.

## **ARTICLE 13 – RELATION OF LEAVES**

- A. It is understood between the parties that none of the leave benefits available under this Agreement are intended to be taken concurrently except disability.
- B. Inquiry shall be made by the teacher on leave by May 15 as to their intent of returning at the beginning of the first semester and by November 15 in the case of a teachers' returning at the beginning of the second semester.
- C. Upon the inception of a leave of absence pursuant to this Agreement, the District shall provide the teacher with a letter that clearly sets forth the terms of the leave and the notification requirements set for above.

## **ARTICLE 14 – TEACHER AIDES**

The Association approves, in general, the use of aides in our school. However, they should not be used in the teaching capacity in any case but may be used in any other capacity permitted by Law.

## **ARTICLE 15 – TEACHING ASSIGNMENTS / EXTENDED DAY**

- A. Each teacher who is to be re-employed for the following school year will be notified in writing of his/her tentative position or grade level by May 1, if possible.
- B. Unit members shall be required to remain for an additional hour from 3:00 p.m. to 4:00 p.m. one (1) day per week. Such time may be used for the following purposes: tutoring, curriculum development, team planning, professional development and/or class preparation. Teachers are expected to seek out opportunities to provide additional academic support and assistance to students on days when District provided transportation is made available.

A Committee comprised of teachers (appointed by the Association) and administrators (appointed by the Superintendent) shall be responsible for the implementation of the Extended Day Program. The Committee shall be responsible for the following:

- Setting a calendar of days on which the Extended Day requirement will be in effect;
- Identifying the number of days on which the District shall provide transportation for students attending the program;
- Ensuring that the program is implemented in a manner that distributes the provision of extra academic assistance in an equitable fashion among the teaching faculty.

The Extended Day Program Committee shall meet no later than September 15 of each school year. The maximum number of weeks for which the additional hour assignment can be made shall be twenty (20). The number of days on which District provided transportation shall be provided shall be sixteen (16). Faculty meetings shall not count against the twenty (20) day maximum and shall not be covered by this Article.

#### **ARTICLE 16 – PREPARATION PERIOD**

All teachers will be granted two (2) periods of preparation time of at least thirty (30) minutes free of supervisory responsibilities each day.

#### **ARTICLE 17 – SUBSTITUTE TEACHERS**

A substitute teacher will be hired to conduct the work for every teacher during his/her absence whenever the Chief School Administrator feels this absence would unduly affect the workload of another teacher.

#### **ARTICLE 18 – LUNCH PERIOD**

A full thirty (30) minute lunch period shall be scheduled for each teacher during the time period the cafeteria is serving lunch.

#### **ARTICLE 19 – POSITION VACANCIES**

- A. Teachers who are presently employed by our school shall be given an opportunity to apply for any teaching vacancy, for which they are fully qualified.
- B. All applicants shall be evaluated by the same standards of legal, educational and experience requirements, but with the service in our school to be an area of merit recognition and reward to the teacher of greatest tenure.

#### **ARTICLE 20 – CHANGING CONDITIONS**

The teachers of our school shall be kept informed by the Chief School Administrator of administrative and Board of Education actions that affect the educational system as soon as possible after the change. Where such changes have impact on terms and conditions of employment, the District will negotiate the impact, upon appropriate notification from the Association.

## **ARTICLE 21 – CLASS SCHEDULE**

- A. The class schedule will continue to be compiled by the Chief School Administrator, other administrative staff, and the guidance counselor. The Association's Committee and the Chief School Administrator, other administrative staff, and the guidance counselor will work together to improve upon the schedule wherever possible.
- B. Whenever possible, by the end of the current school year, all teachers will be notified in writing of their schedules and assignments, including study hall supervision, for the coming year.

## **ARTICLE 22 – TEACHER EVALUATION**

- A. The Chief School Administrator shall inform non-tenured teachers by April 15 as to whether or not performance has been satisfactory to date. This decision shall be based solely upon performance of teaching and other employment duties. The decision shall be subsequent to at least two (2) observations of the non-tenured teacher in question by either the Chief School Administrator or Elementary Supervisor (depending upon curriculum area of assignment of a teacher).
- B. The instrument to be used as a basis for observation of teaching will be discussed and explained to teachers at the beginning of the school year.
- C. Probationary teachers in their third year shall be observed at least once prior to January 1 and at least once between January 1 and April 15 of that third year.
- D. Observations shall be made openly; i.e., with the full knowledge of the teacher being observed.
- E. Where areas for improvement are indicated, constructive suggestions shall be made, and follow-up assistance given to help in improvement.
- F. Evaluations shall be objective in nature and evaluatory conclusions shall not be based on supposition. The parties agree to develop new evaluation instruments reflective of the Annual Professional Performance Review Plan jointly developed by the parties and adopted by the District.

## **ARTICLE 23 – CALENDAR**

- A. The BOCES school calendar shall be used as a basis in the formulation of the Franklin School District calendar.

- B. The annual school calendar shall be one hundred eighty-three (183) days plus three (3) emergency days. If more than three (3) emergency days are utilized, those additional emergency days shall be deducted from the original one hundred eighty-three (183) days. At no time shall the annual school calendar be less than the minimum days required for State aid. Unused emergency days shall be added to the school calendar as holidays and the dates of those holidays shall be mutually agreed.
- C. The Association President and the Superintendent of Schools or their designees shall meet no more than two (2) times annually (unless more meetings by mutual agreement) subsequent to the receipt of the BOCES calendar, but no later than April 1, in order to discuss the Association's concerns and recommendations prior to the development of the Franklin School District calendar. Recommendations by the Association are non-binding.

#### **ARTICLE 24 – PAYROLL DEDUCTIONS**

- A. The District shall deduct from salaries of teachers dues payable to the Franklin Teachers' Association as authorized voluntarily and individually by the teachers. The monies shall be transmitted promptly to the Treasurer of the Franklin Teachers' Association. Teachers wishing dues deducted must inform the office by the end of the second full week of school in September on the form provided by the District.
- B. The District shall deduct each pay period, from the salaries of those teacher requesting it, specified amounts, to be transferred to the following:
  - 1. Chen-Del-O Federal Credit Union;
  - 2. Tax Sheltered Annuity;
  - 3. Individual Retirement Account.

This amount shall be changed only at the beginning of a semester. Those teachers requesting this must inform the office in writing by the end of the second full week of school in September for deductions in the first semester and prior to the start of the second semester for deductions during the second semester. Requested changes in the Credit Union amount must be on the form provided by the Chen-Del-O Federal Credit Union. Under extenuating circumstances, deductions may be changed at other times with the approval of the Chief School Administrator.

- C. The District shall provide an IRS 125 Plan as in existence as of April 1996.

## **ARTICLE 25 – AGENCY FEE**

An agency fee provision encompassing the withholding of Local, State and National dues shall become effective each school year when the membership in the Franklin Teachers' Association is less than ninety percent (90%) of those employees in the bargaining unit at the end of the first week of school.

- A. Effective July 1, 1991, an agency fee provision encompassing the withholding of Local, State and National dues shall be effective each contract year.
- B. The District shall transmit deducted agency fee monies to the Treasurer of the Franklin Teachers' Association (per usual dues transmission).
- C. The District and the Association agree to furnish to each other any information needed in order to fulfill the provisions of this Article.
- D. The Association agrees to save harmless the District from all losses, expenses, damages (except punitive), and attorney fees, limited to the attorney provided by the Association, that may accrue as a result of this contract provision by reason of any action(s) or lawsuit(s) brought against the District by an employee in this bargaining unit.

## **ARTICLE 26 – COACHING RECOMMENDATIONS**

The Athletic Director shall submit to the Chief School Administrator his/her recommendations for coaching assignments for the various sports no later than sixty (60) days prior to the commencement of that sport.

## **ARTICLE 27 – JUST CAUSE**

No teacher granted tenure will be dismissed without just cause.

## **ARTICLE 28 – GRIEVANCE PROCEDURE**

- A. Declaration of Purpose

Whereas, the establishment and maintenance of a harmonious and cooperative relationship between the Board of Education and its teachers is essential to the operation of the school, it is the purpose of this procedure to secure, at the lowest possible administrative level, equitable solutions to alleged grievances of teachers through procedures under which they may present grievances free from coercion, interference, restraint, discrimination or reprisal, and by which the Board of Education (hereinafter sometimes referred to as the Board) and its teachers are afforded adequate opportunity to

dispose of their differences without the necessity of time consuming and costly proceedings before administrative agencies and/or in the Courts.

B. Definitions

1. A *grievance* is a claim by a teacher or the Association based on the interpretation, application, or violation of this Agreement, policies or administrative decisions and practices affecting a teacher or group of teachers.
2. The term *supervisor* shall mean any department chairperson, assistant principal, immediate supervisor, or other administrative or supervisory officer responsible for the area in which an alleged grievance arises except for the Chief Executive Officer.
3. The *Chief School Officer* is the Chief School Administrator.
4. *Association* shall mean the Franklin Teachers' Association.
5. *Aggrieved party* shall mean any person or group of persons in the negotiating unit filing a grievance.
6. *Party in interest* shall mean any party named in a grievance who is not the aggrieved party.
7. *Hearing Officer* shall mean any individual or Board charged with the duty of rendering decisions at any stage on grievances hereunder.

C. Procedure

1. All grievances shall include the name and position of the aggrieved party, the identity of the provision of Law, this Agreement, policies, etc., involved in the said grievance, the time when and the place where the alleged events or conditions constituting the grievances existed, the identity of the party responsible for causing the said events or conditions, if known to the aggrieved party, and a general statement of the nature of the grievance and redress sought by the aggrieved party.
2. Except for informal decisions, all decisions shall be rendered in writing at each step of the grievance procedure, setting forth findings of fact, conclusions, and supporting reasons therefore. Each decision shall be promptly transmitted to the teacher and the Association.
3. If a grievance impacts the unit as a whole it may be submitted by the Association directly.



4. The preparation and processing of grievances, insofar as practicable, shall be conducted during the hours of employment. All reasonable efforts will be made to avoid interruptions of classroom activity and to avoid involvement of students in any phase of the grievance procedure.
5. The Board of Education and the Association agree to facilitate any investigation which may be required to make available any and all material and relevant documents, written communications and records concerning the alleged grievances.
6. Except as otherwise provided in previous Articles, an aggrieved party and any party in interest shall have the right at all stages of a grievance to question all witnesses called against him/her, to testify and to call witnesses on his/her own behalf.
7. No interference, coercion, restraint, discrimination or reprisal of any kind will be taken by the Board of Education or by any member of the administration against the aggrieved party, any party in interest, any representative, or any other participant in the grievance procedure or any other person by reason of such grievances or participation therein. Forms for filing grievances, serving notices, taking appeals, and making reports and recommendations, and other necessary documents will be developed jointly by the Chief School Administrator and the Association. The Chief School Administrator shall then have them printed and distributed to the Executive Committee of the Association as to facilitate operation of the grievance procedure.
8. All documents, communications and records dealing with the processing of a grievance shall be filed separately from the personnel files of the participants.
9. Nothing contained herein will be construed as limiting the right of any teacher having a grievance to discuss the matter informally with any appropriate member of the administration, other than a Board of Education member, and having the grievance informally adjusted without intervention of the Association, provided the adjustment is not inconsistent with the terms of this Agreement. In the event that any grievance is adjusted without formal determination, pursuant to this procedure, while such adjustment shall be binding upon the aggrieved party and shall, in all respects, be final, said adjustment shall not create a precedent or ruling binding upon either of the parties to this Agreement in future proceedings.
10. The aggrieved party may chose whomever he/she wishes to represent him/her at stages 1, 2, 3, except that such representatives may not be an official of a competing employee organization.

11. If any provision of the grievance procedure or any application thereof to any teacher or group of teachers in the negotiation unit or Board of Education shall be finally determined by any Court to be contrary to Law, then such provision or application shall not be deemed valid and subsisting except to the extent permitted by Law, but all other provisions or applications will continue in full force and effect.
12. Grievance records shall not be deemed public records.

D. Time Limits

1. Since it is important to good relationships that grievances be processed as rapidly as possible, every effort will be made by all parties to expedite the process. The time limits specified for either party may be extended by mutual agreement.
2. No written grievance will be entertained as described below, and such grievance will be deemed waived unless written grievance is forwarded at the first available stage within thirty (30) school days after the teacher knew or should have known of the act or condition on which the grievance is based.
3. If a decision at one stage is not appealed to the next stage of the procedure within the time limit specified, the grievance will be deemed to be discontinued and further appeal under this Agreement shall be barred.
4. Failure at any stage of the grievance procedure to communicate a decision to the aggrieved party, his/her representative and the Association within the specified time limit shall permit the lodging of an appeal at the next stage of the procedure within the time which would have been allocated had the decision been communicated by the final day.
5. In the event a grievance is filed on or after June 1, upon request by or on behalf of the aggrieved party, the time limits set forth herein will be reduced prorata or as soon thereafter as is possible.

E. Stages

1. Stage 1 – Supervisor
  - a) A teacher having a grievance will discuss it with his/her supervisor, either directly or through a representative, with the objective of resolving the matter informally. The supervisor and/or representative will confer with all parties in interest. If the teacher submits the grievance through a representative, the teacher may be present during the discussion of the grievance.

- b) If the grievance is not resolved informally, it shall be reduced to writing and presented to the supervisor. Within five (5) school days after the written grievance is presented to him/her, the supervisor shall without further consultation with the aggrieved party or any party in interest, render a decision thereon, in writing and present it to the teacher.

2. Stage 2 – Chief Executive Officer

- a) If the aggrieved party is not satisfied with the written decision at the conclusion of stage 1, a written appeal of the decision at stage 1 with the Chief Executive Officer may be filed within ten (10) school days after the teacher has received such written decision. Copies of the written decision at stage 1 shall be submitted with the appeal.
- b) Within ten (10) school days after receipt of the appeal, the Chief Executive Officer, or his/her duly authorized representatives shall hold a hearing with the teacher, his/her representative and all other parties in interest. In the event that the Association files the grievance, the Executive Committee shall represent the teachers.
- c) The Chief Executive Officer shall render a decision in writing to the teacher, his/her representative and the Association within ten (10) school days after the conclusion of the hearing.

3. Stage 3 – Board of Education

- a) If the aggrieved party is not satisfied with the decision at stage 2, an appeal may be filed in writing with the Board of Education within fifteen (15) school days after receiving the decision at stage 2.
- b) Within fifteen (15) school days after receipt of an appeal, the Board of Education shall hold a hearing on the grievance. The hearing shall be conducted in executive session.
- c) Within fifteen (15) school days after the conclusion of the hearing the Board of Education shall render a decision, in writing, on the grievance. Such decision shall be promptly transmitted to the grievant and all parties in interest.

4. Stage 4 – Arbitration

- a) After such hearing, if the aggrieved party is not satisfied with the decision at stage 3, and the Association determines that the grievance is meritorious and that appealing it is in the best interest of the school system, it may submit the grievance to arbitration by written notice to the Board of Education within fifteen (15) school days of the decision at stage 3.

- b) Within ten (10) school days after such written notice of submission to arbitration, the Board of Education and the Association will agree upon a mutually acceptable arbitrator or either party will make a request for a list of arbitrators to the American Arbitration Association. The parties will then be bound by the rules and procedures of the American Arbitration Association in the selection of an arbitrator.
- c) The selected arbitrator will hear the matter promptly. The arbitrator's decision will be in writing and will set forth findings of fact, reasoning and conclusions on the issue.
- d) The arbitrator shall have no power or authority to make any decision which requires the commission of an act prohibited by Law or which is violative of the terms of this Agreement.
- e) The decision of the arbitrator shall be final and binding upon all parties as to the interpretation of this Agreement only.
- f) The costs for services of the arbitrator, including expenses, if any, will be borne equally by the Board of Education and the Association.

## **ARTICLE 29 – COMPLAINT PROCEDURE**

Complaints to the District about an individual teacher or a group of teachers deemed valid by the District administration shall be brought to the attention of the teacher(s) within seven (7) school days of receiving the complaint(s). The teacher(s) shall be informed of the details of the complaint(s) and the identity of the complainer(s). The teacher(s) shall be provided a copy of the written complaint(s) and the opportunity to reply to them. No derogatory complaint, letter or report shall be placed in the personnel file of the teacher(s) without his/her knowledge. The teacher(s) shall have the right to attach a written rebuttal to any derogatory communication(s) retained in any District file. If the complaint(s) are referenced in the teacher's(s') personnel file and the complaint(s) are found to be without merit, a written statement from the District administration absolving the teacher(s) of any wrongdoing shall be placed in the personnel file of the teacher(s) within ten (10) school days of such findings.

## **ARTICLE 30 – INSURANCE**

### **A. Health Insurance**

- 1. The Board of Education will pay ninety percent (90%) of the premium for the Delaware-Chenango-Madison-Otsego BOCES Consortium or its equivalent.

- a) The Association acknowledges that effective January 1, 2002, the Blue Cross/Blue Shield Participating Provider Plan as provided by the Delaware-Chenango-Madison-Otsego BOCES Consortium Plan is the health insurance benefit provided to unit members.
  - b) The Franklin Central School District Medical Plan Document shall be incorporated by reference.
  - c) State mandated benefits shall be included in the Franklin Central School District Medical Plan.
  - d) Changes in the Administration of the Franklin Central School District Medical Plan shall not result in any interruption or loss of health benefits for enrollees.
  - e) A claims appeal procedure shall be incorporated in the Franklin Central School District Medical Plan Document.
  - f) Claimants who submit claims in accordance with the procedures established by the parties shall have said claims paid in a timely manner to the extent of the coverage provided, so that claimants shall suffer no financial loss as a result of slow payment of claims; a claimant shall be considered to have suffered no financial loss if claims are paid within thirty (30) days of receipt of the necessary data by the designated Claims Administrator.
  - g) Any changes in the Franklin Central School District Medical Plan Document shall be negotiated by the parties.
  - h) All medical information learned about claimants by the Plan Administrator, Case Managers, Claims Administrators, Third Party Vendors and their respective agents and employees shall be considered confidential; said medical information shall only be used by persons involved or connected with the administration of the Franklin Central School District Medical Plan and the payment of claims; any information communicated to the District resulting from the administration of the Plan shall not contain claimants' names or specific identifying information.
2. The District will pay fifty percent (50%) of individual retiree's health insurance premiums and thirty-five percent (35%) of family premiums under District coverage for those unit members who have at least twenty (20) years of credited full-time service, fifteen (15) of which are in the District. Said premium coverage shall continue only until said retiree attains Medicare eligibility age. Upon attaining Medicare eligibility, a retiree shall have the option of continuing on the District health plan provided the retiree pays one hundred percent (100%) of the cost of the plan premium. Retirees shall have the option of choosing either a

family or individual plan. The District shall extend survivorship benefits to the spouse of retirees. Survivorship shall provide the spouse with the same rights as the retiree under this Article.

3. The District shall provide a prescription rider to the health insurance coverage with drug card co-pays as follows:

	<u>Generic</u>	<u>Name Brand</u>
2005-2006	\$7.50	\$15.00
2006-2007	\$7.50	\$15.00
2007-2008	\$10.00	\$20.00
2008-2009	\$10.00	\$20.00

4. Upon ratification, the parties agree to join the Delaware-Chenango Health Benefits Consortium (if it is established) contingent on incorporating a mutually agreeable Health Benefits Amendment to this contract. The parties agree to set a target date of July 1, 1991 for incorporating said Amendment into the 1990-1993 Collective Bargaining Agreement.

5. Health Insurance Option – Effective September 1, 1994

- a) All eligible unit members shall have the option of dropping the Health Insurance Plan provided by the Franklin Central School District. Unit members will receive seven hundred twenty dollars (\$720) annually if dropping individual coverage, one thousand five hundred dollars (\$1,500) annually if dropping two-person coverage, or two thousand dollars (\$2,000) annually if dropping family coverage.
- b) All new unit members who meet the criteria and who elect not to take the Health Insurance Plan will also be eligible for said seven hundred twenty dollars (\$720), one thousand five hundred dollars (\$1,500) or two thousand dollars (\$2,000).
- c) An employee requesting this option must notify the Superintendent in writing and give proof of alternative coverage by April 30 of the preceding school year or upon date of hire for new unit members. Upon such notice the change will become effective on the following July 1 and shall remain in effect until changed per the provisions of paragraphs (e) or (f) below.
- d) Payment will be issued in the last pay period in June after being removed from the District's insurance coverage. Payment shall be prorated if the unit member's status changes in less than a full year.

- e) If a unit member wishes to change his/her option, written notice must be given to the District Superintendent or his/her designee by April 30, regardless of the date of hire, and said change will be effective as of July 1 if the criteria of the Health Insurance Plan is met and approved.
  - f) A unit member who loses coverage under a spouse's insurance will, upon proof of said loss to the District Superintendent or his/her designee, be allowed re-entry into the Health Insurance program. Re-entry will be as soon as possible within the rules of the carrier. The payment will be on a prorated basis if re-entry is in the same year the Plan was dropped.
  - g) Any requests which jeopardize the program will be refused.
- B. The Board of Education will pay ninety percent (90%) of the premium for the life insurance and accidental death and dismemberment policy.
  - C. The Board of Education will pay seventy-five percent (75%) of the premium for the CASE BP Dental Plan. Such coverage shall become effective July 1, 2005.
  - D. The Board of Education will pay ninety percent (90%) of the premium for a disability insurance policy containing at least the following benefit:
    - Sixty percent (60%) of salary to a maximum of one thousand five hundred dollars (\$1,500) per month after an elimination period of one hundred twenty (120) calendar days.
    - The District has the right to choose the plan.

### ARTICLE 31 – CHAPERONING

- A. A calendar of class and club sponsored events, athletic events and musical events (both elementary and high school) will be posted in the Main Office by the fourth week of school. This calendar will be constructed by the administration.
- B. The sponsoring advisor must be present at the time of the event.
- C. Each teacher must be present as a chaperone for at least one (1) event during the school year. The school staff, with prior approval of the Superintendent of Schools, is eligible to chaperone all events on an as needed basis. Teachers shall have first preference.
- D. Effective July 1, 1997, the District shall pay forty dollars (\$40) to the chaperone for each event.

## ARTICLE 32 – EXTRA DUTIES

Schedule of additional pay for additional services:

	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
Yearbook Advisor – Creative	\$1,423	\$1,480	\$1,539	\$1,601
Yearbook Advisor – Financial	713	742	772	803
Purple and Gold Newspaper Advisor	713	742	772	803
Dramatics (Per Performance)	1,125	1,170	1,217	1,266
Elementary Drama Club Advisor	713	742	772	803
Leaders Club Advisor	713	742	772	803
Senior Class Advisor	890	926	963	1,002
Junior Class Advisor	713	742	772	803
Sophomore Class Advisor	535	556	578	601
Freshman Class Advisor	356	370	385	400
Eighth Grade Class Advisor	181	188	196	204
Seventh Grade Class Advisor	181	188	196	204
Student Council Advisor	713	742	772	803
Junior National Honor Society Advisor	181	188	196	204
National Honor Society Advisor	713	742	772	803
Varsity Club Advisor	356	370	385	400
Band Director	713	742	772	803
Chorus Director	713	742	772	803
FCCLA	713	742	772	803
Ski Club Advisor	713	742	772	803
Forensics Club Advisor	713	742	772	803
Audio-Visual Director	713	742	772	803
SADD Advisor	713	742	772	803
Color Guard Advisor	713	742	772	803
Language Club Advisor	713	742	772	803
Odyssey of the Mind (Two [2] Advisors)	713	742	772	803
Detention Duty	\$20.80/hour	\$21.63/hour	\$22.50/hour	23.40/hour

- A. Terms regarding compensation for extra duties will be included in a separate salary notice and payment for same will be at the termination of the service.
- B. Additional service assignments will be made prior to the end of the current school year for the following year, if possible.
- C. New duties added prior to the expiration of this Agreement shall be compensated at the same basic rate as the other duties listed. The Chief School Administrator and the Franklin Teachers' Association President will jointly determine the pay for said positions.
- D. Additional dramatic productions in each year shall be at the discretion of the District Administration.



## ARTICLE 33 – COACHING

	<u>2005-2006</u>	<u>2006-2007</u>	<u>2007-2008</u>	<u>2008-2009</u>
Varsity	\$2,685	\$2,792	\$2,904	\$3,020
Junior Varsity	2,012	2,092	2,176	2,263
Modified	2,012	2,092	2,176	2,263
Seventh and Eighth	1,224	1,273	1,324	1,377
Cheerleading	1,245	1,295	1,347	1,401
Golf	1,489	1,549	1,611	1,675
Athletic Director	3,045	3,167	3,294	3,426
Track Assistant	500	520	541	563
Softball Assistant	500	520	541	563
Baseball Assistant	500	520	541	563

- A. To be eligible to receive extra pay for coaching, a minimum of six (6) inter-school events in that sport shall be scheduled in the season. Pays will be prorated for incomplete seasons.
- B. When there is no Junior Varsity Coach of any major sport, the Varsity Coach shall coach both Varsity and Junior Varsity sports. He/She shall receive the Junior Varsity coaching salary as additional compensation if there is a Junior Varsity schedule of at least six (6) events.

## ARTICLE 34 – SABBATICAL LEAVE

Sabbatical leave is defined as a year's leave of absence at one-half (1/2) the teacher's annual salary or one (1) semester at full pay. The purpose of a sabbatical is to engage in a planned full-time educational program of graduate study, education, research, writing, study or other professional experience as determined by the Board of Education.

- A. Sabbatical leave will be granted to teachers who have served in the Franklin Central School District for a minimum of seven (7) consecutive years, upon approval by the Board of Education. Sabbatical leave requests shall be made to the Chief School Administrator in writing.
- B. Sabbatical leave will be granted for not more than one (1) teacher per school year taking said leave for two (2) semesters or two (2) teachers taking said leave for one (1) semester each (i.e. one [1] per semester).
- C. In the event that more than the above number of teachers apply (see Section B) the Board of Education will weight seniority as a factor in making final judgment.
- D. All such leave requests for subsequent school years must be made by February 1 prior to the school year requested.

- E. It is understood that successful applicants will have an obligation to return to the District employ for at least two (2) years beyond the completion of the sabbatical.
- F. Teachers granted sabbatical leave will sign a Commitment Form to return to the Franklin Central School District for two (2) years upon the completion of said leave. The Commitment Form will be developed by mutual agreement between the Association and the District.

#### **ARTICLE 35 – RETIREMENT INCENTIVE**

- A. Each eligible teacher who retires prior to or within the first year after becoming eligible to receive a non-reduced pension as per the provisions of the New York State Teachers' Retirement System shall receive the sum of twelve thousand five hundred dollars (\$12,500). The employee must retire from the District as per the provisions of the Teachers' Retirement System.
- B. To be eligible for the benefit in Section A above, the teacher must have been employed as a teacher in the Franklin Central School District for at least ten (10) years prior to retirement.
- C. The teacher must submit an irrevocable letter of resignation at least four (4) months prior to the effective date of his/her retirement.
- D. Any currently employed teacher who is eligible to retire and to receive a pension as per the provisions of the New York State Teachers' Retirement System as of the ratification date of this Agreement shall be considered first year eligible per Section A for the school year 1994-1995.

#### **ARTICLE 36 – SALARY**

##### **A. Notification**

Each written salary notification shall be accompanied by a statement designating such extra duties as may be known at that time.

##### **B. Payroll Periods**

Teachers shall have their choice whether they will be paid on a ten (10) or twelve (12) month basis. All teachers will be paid every two (2) weeks.

C. Longevity Payment Schedule

At the beginning of:

Ten (10) years of credited service	two hundred fifty dollars (\$250)
Fifteen (15) years of credited service	five hundred dollars (\$500)
Twenty (20) years of credited service	one thousand dollars (\$1,000)
Twenty-five (25) years of credited service	one thousand dollars (\$1,000)
Thirty (30) years of credited service	one thousand dollars (\$1,000)

Credited Service

Length of service for eligibility for longevity increments shall be computed as follows:

Total years at Franklin Central School District including all years granted at time of initial employment, plus one-half (1/2) the number of years teaching in other schools. No years may be counted twice, however.

Each full-time teacher shall receive payment for service in Franklin Central School District in the amount of thirty dollars (\$30) for each year of service. For 2005-2006 this payment shall be applied as permanent salary credit and added to the base salary. The 2005-2006 payment shall be calculated according to the following formula: *Number of years in FCSD x \$30 = Salary Credit*. Each subsequent year, teachers shall receive an additional thirty dollars (\$30). Each full-time teacher shall also receive a two hundred dollar (\$200) "Equity Stipend". The Equity Stipend shall be applied to the teacher's base salary and paid in September of each year of the Agreement. Payments pursuant to this paragraph shall expire June 30, 2009.

D. Tenure

Four hundred dollars (\$400) will be paid for having tenure.

E. Masters Degree Stipend

Three hundred fifty dollars (\$350) for one (1) such degree.

F. Graduate Hour Compensation

Twenty-five dollars (\$25) per hour.

Said compensation will be paid for additional study approved by the Chief School Administrator up to a maximum of ninety (90) semester hours beyond the Bachelors Degree. Adjustments will be made on September 1 and February 1.

Graduate hour compensation will be granted for in-service activities with the approval of the Superintendent of Schools. Compensation for in-service training that does not carry college credit shall be computed by using a ratio of fifteen (15) class or shop hours as the equivalent of one (1) college credit. Credit for in-service taken during the teacher's scheduled workday or if the teacher is paid a stipend and/or reimbursed for tuition and/or expenses shall be excluded for salary credit under this provision. Adjustments will be made on September 1 and February 1.

G. Entry Level Salaries

The entry level salary for a Bachelors Degree and no experience credit for 2005-2006 shall be thirty-two thousand one hundred fifty dollars (\$32,150). For 2006-2007 the entry level salary for a Bachelors Degree and no experience shall be thirty-two thousand six hundred fifty dollars (\$32,650). The entry level salary for a Bachelors Degree and no experience credit for 2007-2008 shall be thirty-three thousand one hundred fifty dollars (\$33,150). The entry level salary for a Bachelors Degree and no experience credit for 2008-2009 shall be thirty-three thousand six hundred fifty dollars (\$33,650).

H. Salary Increase

1. For 2005-2006, each full-time teacher's base salary shall be increased by three and eight-tenths percent (3.8%).
2. For 2006-2007, each full-time teacher's base salary shall be increased by three and eight-tenths percent (3.8%).
3. For 2007-2008, each full-time teacher's base salary shall be increased by three and eight-tenths percent (3.8%).
4. For 2008-2009, each full-time teacher's base salary shall be increased by three and eight-tenths percent (3.8%).

I. Excellence In Teaching (EIT) Aid

1. For 1987-1988, teachers whose eight percent (8%) negotiated raise is less than one thousand six hundred forty-nine dollars (\$1,649) shall have the difference between one thousand six hundred forty-nine dollars (\$1,649) and the negotiated raise added to their base from Excellence In Teaching (EIT) Aid. In addition, each teacher shall receive six hundred thirty-nine dollars (\$639) in additional compensation for the 1987-1988 school year only, as a result of Excellence In Teaching (EIT) Aid.
2. Excellence In Teaching Aid applied to the base in 1987-1988 will be encumbered from future Excellence In Teaching Aid as necessary to fund Excellence In Teaching Aid for then current teachers.

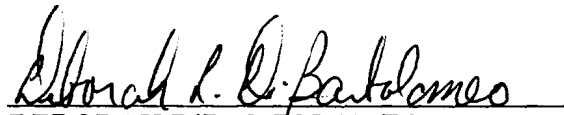
3. In the event of the discontinuance of Excellence In Teaching funds, the District agrees to absorb the cost of those funds applied to base.

J. Jury Duty

Teachers called for jury duty will receive the difference between the jury fee and their regular salary so that no loss is incurred by the teacher.

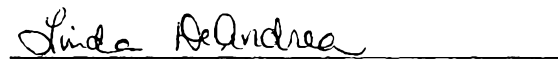
THIS AGREEMENT IS MADE AND ENTERED INTO ON THIS 21<sup>st</sup> DAY OF JUNE, 2005 BY AND BETWEEN THE FRANKLIN CENTRAL SCHOOL DISTRICT, BOARD OF EDUCATION AND THE FRANKLIN TEACHERS' ASSOCIATION.

FOR THE ASSOCIATION



DEBORAH DiBARTOLOMEO  
Association President  
Franklin Teachers' Association

FOR THE DISTRICT



LINDA DeANDREA  
Board of Education President  
Franklin Central School District

**APPENDIX A – PERSONAL BUSINESS LEAVE FORM**

**FRANKLIN CENTRAL SCHOOL DISTRICT**  
**FRANKLIN, NEW YORK**

**MEMORANDUM**

**TO:** Superintendent of Schools

**FROM:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**RE:** PERSONAL BUSINESS LEAVE

---

I am planning to take the following day(s) off as:

\_\_\_\_\_ **Personal Business Day(s)** *(Please list date[s] below.)*

_____	_____
_____	_____
_____	_____

**RECEIVED**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*Typed By . . .*



**NATIONAL EDUCATION ASSOCIATION OF NEW YORK**

Vestal Service Center  
400 Plaza Drive, Suite D  
Vestal, New York 13850  
607-729-6375 or 800-479-6375

---